SPECIFIC PERFORMANCE—AGREEMENT TO ADOPT CHILD AND GIVE IT A SHARE OF ADOPTED FATHER'S PROPERTY.—An action for specific performance of an alleged agreement between the father of the child and its maternal grandfather, by which it was agreed that the grandfather should adopt the child and give it a one-fourth interest in his estate. *Held*, that the alleged adopted daughter could not, after the death of her grandfather, who gave his property to his wife, maintain an action for specific performance of the contract, and to have the will declared void, as against her alleged one-fourth interest. *Mahaney* v. *Carr, et al.* (1903), — N. Y. — 67 N. E. Rep. 903.

By the weight of authority, "A person may make a valid agreement, binding himself legally to make a particular disposition of his property by last will and testament," and a court of equity will decree specific performance of such an agreement. *Parsell* v. *Stryker*, 41 N. Y. 480; *Gumpton* v. *Gumpton*, 47 Mo. 37; *Wright* v. *Wright*, 99 Mich. 170, 23 L. R. A. 196; *Shahan* v. *Swan*, 48 Ohio St. 25. But the "contract must be definite and certain, and the remedy asked for must not be harsh and oppressive, or unjust to innocent third parties, or against public policy." *Owens* v. *McNally* 113 Cal. 444, 33 L. R. A. 369; *Ackerman* v. *Ackerman*, 24 N. J. Eq. 587; *Winne* v. *Winne*, 166 N. Y. 263. The California case holds it is against public policy to exclude wife or child. This is the chief distinction between the present case and the earlier New York case of *Winne* v. *Winne*, in which there was neither wife nor child. This, perhaps explains the apparent conflict between these two cases.

TORTS—ACTION AGAINST THE MAKER OF A CHATTEL BY ONE NOT A PARTY TO THE CONTRACT OF PURCHASE, FOR PERSONAL INJURY DUE TO THE DEFECTIVE CONDITION OF SUCH CHATTEL.—A complaint alleging that defendants manufactured, sold, and delivered to one P, under the name of "champagne cider," a dangerous explosive, knowing it to be such, without warning P of its dangerous character, or placing upon the bottle containing it anything to indicate that it was a dangerous explosive, and that the plaintiff, while in the employ of P, and engaged in his duties as such, was, without fault on his part, injured by the explosion of the substance, states a cause of action,—*Weiser* v. *Holzman* (1903), — Wash. — 73 Pac. Rep. 797.

The opinion by *Fullerton*, J. relies on *Thomas* v. *Winchester*, 6 N.Y. 397, 57 Am. Dec. 455; *Wellington* v. *Downer Karosene Oil Co.*, 104 Mass. 64; *Lewis* v. *Terry*, 111 Cal. 39, 52 Am. St. R. 146, 31 L. R. A. 220, 43 Pac. 398; *Blood Balm Co.* v. *Cooper*, 83 Ga. 457, 20 Am. St. R. 324, 5 L. R. A. 612, 10 S. E. 118; *Schubert* v. *J. B. Clark Co.*, 49 Minn. 331, 32 Am. St. R. 559, 15 L. R. A. 818, 51 N. W. 1103; *Bishop* v. *Weber*, 139 Mass. 411, 52 Am. R. 715, 1 N. E. 154; *Ellis* v. *McKean*, 79 Pa. 493; SHEARMAN & REDFIELD ON NEGLIGENCE, 5th ed., § 117; 12 AM. AND ENG. ENC. OF LAW, 2nd ed., p. 508, Subd. 6.

On the other hand, in another case the defendant sold to P, an engine for use in his business, supplied with a prismatic valve, with the consent of P, instead of a telescopic valve provided for by the specifications; the valve furnished was of a patttern extensively used, but the evidence tended to show that instead of working freely, it had a binding tendency, due to its construction and uneven expansion when heated, and was unsafe to use. In the opinion of the experts called, the sticking or binding of this valve, caused a pulling force to be exerted by the attaching rods upon the "inertia governor," thus exerting an undue strain upon a tension spring and breaking a defective bolt, whereby the governor struck the stops upon the rim of the fly-wheel causing it suddenly to fly into pieces, one of which struck and fatally injured plaintiff's intestate, who was then employed by P as assistant engineer in and